

October 16, 2003

SUBJECT: George & Vicki Fiorini

EXHIBIT A

To Whom It May Concern:

We met George and Vicki Fiorini through Pastor Stan and Shirley Peters. It has been over 15 years since we have known George. George and Pastor Stan both serve on our ministry's advisory board because of their loyal support, dedication and commitment to this ministry. The church is the major contributors, however, the individuals have had minimal contributions over the years.

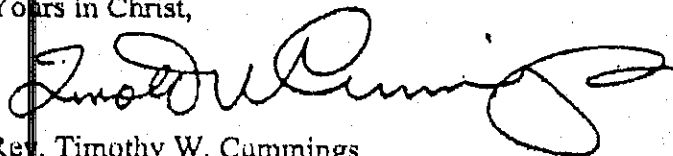
I have become a personal friend of George and Vicki and Stan and Shirley. George and Stan have always been the type of people that would "give you the shirt off of their back." They have been a wonderful help to New Creations. They have sent people to work here, they have encouraged us, and have supported us. I am truly sorry that Stan has been diagnosed with the beginning stages of Alzheimer's Disease. I am additionally sorry that George has had difficulties. I have talked to Pastor Stan's wife, Shirley, about it and have heard from George and Vicki concerning his situation.

My involvement with George is as follows:

1. I bought a life insurance policy from him and helped my family buy a policy from him as well. Everything that George has said about the policy has come true and was accurate. I have been pleased.
2. George had some vehicles and trailers. I went to look at them and decided that some people in our fellowship might be interested so George brought a bus up here and parked it at New Creations for people to take a look at it to purchase to help George get money for living expenses.
3. Some of the items that George had would be a benefit to New Creations so we purchased them from him. We purchased a trailer and a Bobcat for \$5,000.
4. I have given money, personally, to Pastor Stan to help buy groceries for George.
5. Vicki needed money to receive the full benefit of an inheritance so we loaned her \$49,200 that was borrowed from First Bank Richmond. In the first part of July we received a check for \$67,738.82. I wrote a check for \$17,738.82 to Vicki and a check for myself for \$49,200 to repay the loan and \$800 was collected for interest for helping Vicki.
6. George has come to see me about some various investments. Some I have liked and some I have not. I did invest in Coral Calcuim for under \$100.00.
7. George asked me several times for ideas to help him make money to pay his customers back that he borrowed money from. I did tell about him about Wellsprings Capital Group and that it was high risk and it was up to him.
8. We did stay in George's condo in Florida. I offered to give him money, he refused, however, I insisted he take the money for us staying there knowing that he needed the money.

If you have any questions, please contact me at 765-935-2790.

Yours in Christ,



Rev. Timothy W. Cummings
Sr. Pastor/Co-Founder

If you have any questions, please contact me at 765-935-2790.

Yours in Christ,



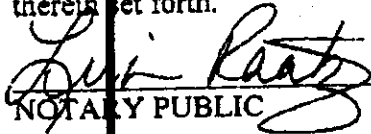
Rev. Timothy W. Cummings
Sr. Pastor/Co-Founder

TWC/lr

STATE OF Indiana

COUNTY OF Wayne

Before me, the undersigned, a Notary Public, in and for said county and state, on this 16th day of October 2003 personally appeared Timothy W. Cummings known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.


NOTARY PUBLIC

My commission expires: 2/27/08

EXHIBIT B

Aug 13 2003 3:37AM

WELLSPRING GROUP

4640185

P. 1

As an added benefit Wellspring will gift the business owner of this contract one (1) Shared Profit Entry for every two hundred dollars (\$200.00) that we pay under this contract.

This agreement constitutes the entire agreement between the parties and supercedes any other verbal or written agreements.

This agreement is binding on the heirs, assigns, or successors to either party.

This agreement may only be amended or modified by mutual and written consent of both parties to it.

This agreement is written pursuant to the laws of the State of Vermont. Any actions to enforce or dispute any provisions included in the agreement must be undertaken in the State of Vermont.

THIS ENROLLMENT Form and Agreement is hereby executed by the Applicant Company on the 22 day of JULY, 2003.

Applicant Company

George Fiorini
by GEORGE FIORINI, OWNER
(Print Name and Title)

THIS ENROLLMENT Form and Agreement is hereby accepted and executed by Wellspring Capital Group INC, on the 29th day of July, 2003.

Wellspring Capital Group INC.

The First Payment will be Deposited

Becky Hunter
(Authorized Representative)

3rd day of October, 2003

Marketing Representative Certification:

As an approved marketing representative of Wellspring Capital Group INC and/or SharedProfitCity, L.L.C. I, the undersigned, certify that the full scope of the Payroll Replacement Plan has been explained to the Applicant Company and that I have personally prepared and/or reviewed it and the attached Schedule A for accuracy and completeness.

Marketing Representative

Phil R. Smith
(Print Name)

PHIL R. SMITH

(Print Name)

Representative ID: W202817154058-81273 3706 Date: July 22, 2003

FEP Enrollment Form V2.1 U.S. Edition

Wellspring Capital Group INC, 63 Davis Drive, Guilford, CT 06437 Phone: 203-453-1983 Fax: 800-579-4424

SHARED PROFIT REWARDS PROGRAM (SRP)

GMNV CORPORATION

WEEK	BENEFIT
17 WEEKS	\$6.25
17 WEEKS	\$12.50
17 WEEKS	\$25.00
17 WEEKS	\$50.00
17 WEEKS	\$100.00
17 WEEKS	\$200.00
17 WEEKS	\$400.00
17 WEEKS	\$800.00
17 WEEKS	\$1,600.00
17 WEEKS	\$3,200.00

TOTAL BENEFIT	\$6,393.75
----------------------	-------------------

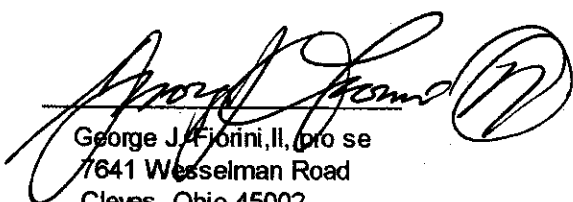
X SRP TOTAL AWARD	537
--------------------------	------------

TOTAL SRP VALUE	\$3,433,443.70
--------------------------------	-----------------------

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon

Judge Weber and Daniel J. Pieschel this ~~28th~~ day of April 2004.



George J. Fiorini, II, pro se
7641 Wesselman Road
Cleveland, Ohio 45002
Ph. (513) 353-9797
Fax (513) 353-9747

